



**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK** **X**

**Teikoku Pharma USA, Inc.**

**Plaintiff,**

**v.**

**COMPLAINT**

**M/V MOL Expedito**  
**her engines, tackle, apparel, etc., *in rem*,**  
**and Mitsui O.S.K. Lines, Ltd. *in personam***

**14 CV 2038**

**Defendant(s)** **X**

**BATTS**

**COMPLAINT**

1. At all material times, Plaintiff, Teikoku Pharma USA, Inc. , was and is now an entity organized under the laws of the United States and is located at 1718 Ringwood Ave. San Jose, Calif. The Plaintiff was the consignee/ owner of a shipment of 13036 cartons of Lidocaine patch envelopes shipped on 484 pallets in 11 containers on board the *MV Expedito* for a voyage from Kobe, Japan to New York, N.Y. under a bill of lading issued by Defendant, Mitsui O.S.K. Lines, Ltd. dated November 2, 2012.

2. At all material times, the *M/V Expedito* was and now is a motor vessel employed in the common carriage of goods by water for hire and is periodically operated to and from ports in the United States and Japan.

3. Defendant, Mitsui O.S.K. Lines Ltd. was and is a foreign corporation or other business entity which owns and/or operated the *M/V Expedito* currently and in connection with the transportation of Plaintiff's pharmaceutical envelopes as aforestated in paragraph 1. Said Defendant and the *MOL Expedito*, as specified herein, also issued a Bill of Lading, MOLU12006754229-A. for the subject shipment attesting that the subject shipment had been received in good order and condition, without any damage, in Kobe, Japan. Defendant, Mitsui O.S.K. Lines, Ltd., has an office located at 10 Woodbridge Dr. Woodbridge, New Jersey 07095.

4. In or about November 2004, Teikoku Seiyaku Co., Ltd. delivered the 113,036 cartons of Lidoderm/Lidocaine patch envelopes to Defendant, Mitsui O.S.K. Lines, Ltd., all in good order and condition, at the Port of Kobe, Japan for loading on board the *MV MOL Expedito* for transportation to New York, N.Y. and delivery to the Plaintiff. Both Defendants issued an on board B/L numbered MOLU12006754239-A dated Nov. 2, 2012 for such transportation and delivery to the Plaintiff.

5. At all material times the Plaintiff was the the owner of said cargo and the lawful owner and holder of the subject ocean B/L and, by reason of Defendants' negligence and breach of contract, Plaintiff's cargo of envelopes was severely damaged by crushing and could not be salvaged. As best as presently can be determined, Plaintiff's damages amount to \$170,000.00. Plaintiff reserves the right to amend this complaint if additionally monetary damages have been incurred.

6. Plaintiff brings this action against the Defendants, as owners/operators/charters for the cargo damage described above, on its own behalf

and as agents and trustees on behalf of all persons and underwriters who are now or who may become interested in said cargo, as their respective interest may ultimately appear.

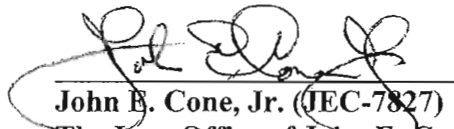
7. The jurisdiction of this Court is invoked pursuant to Rule 9(h) of the Federal Rules of Civil Procedure and by reason of the fact the subject cargo was off loaded in New York, N.Y.

WHEREFORE, Plaintiff prays that:

1. Process in due form of law issues against the Defendants, citing them to appear and answer this Complaint;
2. Process in due form of law issue against the *M/V MOL Expedito*r and all persons claiming any interest therein be cited to appear and answer the Complaint;
3. That if said Defendants cannot be found within this District, then all their properties within this District be attached in a sum estimated to be or exceed U.S. \$ 170,000.00 with interest thereon and costs, the sum sued for in this Complaint;
4. The Court Order, Adjudge and Decree that the Defendants, *M/V MOL Expedito*r her engines, tackle, apparel, furniture, etc., and Mitsui O.S.K. Lines, Ltd., its owners, operators, and/or managers *in personam* pay to Plaintiff the damage suffered, together with interest thereon, attorneys fees and expenses and costs of these proceedings;

5. The M/V *MOL Expeditor* be condemned and sold to pay the amount due Plaintiff, together with interest thereon, fees and costs of these proceedings; and that
6. Plaintiff have such other additional relief as equity, justice and the law allows or permits in the premises.

Respectively submitted,



John E. Cone, Jr. (JEC-7827)  
The Law Office of John E. Cone Jr.  
Attorneys for Plaintiff  
Teikoku Pharma USA, Inc.  
2 Ascot Circle  
Mount Kisco, N.Y. 10549  
Tel.: 914 481 6249

Dated: March 24, 2014 \_\_\_\_\_